the matter to the notice of his superior officers he can be prevailed upon to perform a statutory duty. But I agree with the learned trial judge that in the circumstances of the case no other remedy was open to the applicants. This decision is in accordance with the rule suggested in Short and Mellor, at page 205, which reads as follows:—

> "When a subordinate has a statutory duty cast upon him to the public at large mandamus will lie against him at the suit of one of the public, especially if he is supported and upheld by his masters."

For the above reasons I am of opinion that all the conditions necessary for the granting of a writ of mandamus were present, and that the discretion of the Court was properly exercised in favour of the applicants.

As to the form of the Rule Absolute, the Court is not asked to find that the Harbour Master has exercised his discretion on the wrong grounds, as in the present case he has not exercised his discretion at all. I agree therefore with the variation in the final order suggested by the learned Chief Justice.

I would dismiss the appeal with costs.

Appeal dismissed.

Solicitors for the Respondents—*Adams & Allan.*

[APPELLATE CIVIL JURISDICTION]

LYE BOON HONG & ANOR.....Plaintiffs (Appellants)

vs.

ISHIHARA SANGYO KAIUN GOSHI KAISHA.....Defendants (Respondents)

[JOHORE CIVIL APPEAL No. 7 OF 1932]

[BATU PAHAT CIVIL SUIT No. 1 OF 1932]

Practice—Memorandum of Appeal—objections in point of law or of fact to be specifically raised—rejection of appeal.

Unless the grounds of objection to the decision appealed against specify the points of law or fact alleged to have been wrongly decided, the appeal may be rejected or adjourned till the next sitting and the appellant will be ordered to pay costs of the appeal or of the day.

MOTION for the rejection of the Memorandum of Appeal filed by the Appellants in this case and for the dismissal of the appeal on the ground *inter alia* that the grounds of objection to the decision appealed from were not stated with particularity in the Memorandum of Appeal.

The reasons set forth were as follows:—

1. The learned Judge was wrong in law.
2. The facts do not support the finding of the learned Judge.
2. Such findings of facts as were found by the learned Judge were based on erroneous deductions from the evidence before the Court.
4. The judgment was against the weight of evidence.

The motion came on for hearing before Murison, C.J., and Terrell, J.

Spenser-Wilkinson, for the Respondents.

M. V. Pillai, for the Appellants.

The Court of Appeal consisting of Murison, C.J. and Terrell, J. after hearing the arguments on both sides, dismissed the motion but allowed the appellants the costs of the motion. The following Memorandum relating to the practice as to the contents of Memoranda of Appeal in future was read by Sir William Murison—

> "We desire to say that the practice prevailing in Singapore as to the contents of memoranda of appeal in civil and criminal cases will in future be enforced in Johore.
>
> "It is as follows:—Where the appellant is represented by Counsel, the memorandum must contain definite particulars of the points of law or fact in regard to which the trial judge is alleged to have erred.
>
> "If these requirements are not complied with the appeal may be rejected or adjourned till the next sitting and the appellant will be ordered to pay the costs of the appeal or the costs of the day as the case may be.
>
> "Where the appellant is not represented by counsel the formal allegation that the trial judge has erred in law and fact or either will be accepted, without the particulars above-mentioned."

Solicitors for the Appellants—*Pillai & Co.*

Solicitors for the Respondents—

Donaldson & Burkinshaw.

[ORIGINAL CIVIL JURISDICTION.]

In the matter of the Will of Chia Yew Siang (also known as Chia Bok Tong) deceased dated the 7th day of May, 1930.

CHIA CHIEW NEO (SPINSTER)

vs.

TAN THIAN CHYE AND ANOTHER.

[SINGAPORE CIVIL SUIT No. 699 OF 1932.]

Will—Trust for sale—Discretion to postpone—share in residuary estate—vested interest in share at 21—right of beneficiary to insist on immediate payment.

By his Will the testator directed his trustees to pay certain monthly allowances for life to various persons and for such purpose to appropriate a fund out of his assets sufficient at the date of the appropriation to answer out of the income thereof the payment of the monthly